

**CITY OF UPLAND
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of June 12, 2023 by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City"), and Annealta Group, a Corporation, with its principal place of business at 5151 Oceanus Drive, Suite 103, Huntington beach, CA 92649 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Professional Planning and Building & Safety services in support of the Development Services Department (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." Rates in the Schedule of Charges shall remain constant through June 30, 2026 and are subject to a Consumer Price Index (CPI) increase for any subsequent years.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$305,000 annually. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or thirty thousand five hundred dollars (\$30,500.00) annually. In no event shall the annual total sum of the agreement (original compensation amount and additional work) exceed three hundred thirty-five thousand five

hundred dollars (\$335,500.00). Any additional work in excess of this amount shall be approved by the City Council.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from **July 1, 2023 to June 30, 2026** unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project by two (2) additional one-year terms. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City

and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any negligent acts,

errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend,

indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Tim D'Zmura as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

City of Upland

460 N. Euclid Avenue

Upland, CA 91786

Attn: Robert Dalquest,

Development Services Director

CONSULTANT:

Annealta Group

5151 Oceanus Drive, Ste. 103

Huntington Beach, CA 92649

Attn: Tim D'Zmura,

President/CEO

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements

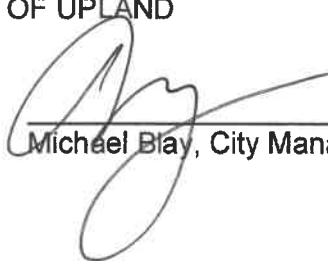
When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF UPLAND
AND ANNEALTA GROUP**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF UPLAND

By:



Michael Blay, City Manager

ANNEALTA GROUP

By:

Its:



PRESIDENT

Printed Name: Tim DEMURA

ATTEST:

By:



Keri Johnson, City Clerk

EXHIBIT A
Scope of Services

4



ANNEALTA GROUP

STATEMENT OF QUALIFICATIONS TO PROVIDE

Professional Planning and Building & Safety Services

PREPARED FOR

City of Upland

Robert D. Dalquest, AICP, MPA, MURP

Development Services Director
City of Upland
460 N. Euclid Avenue
Upland, CA 91786

SUBMITTED BY

ANNEALTA GROUP

Tim D'Zmura, PE, CBO, AICP
President/CEO
714.661.5761
tdzmura@annealtagroup.com

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Cover Letter & Contract Information

May 12, 2023

Robert D. Dalquest, AICP, MPA, MURP
Development Services Director
City of Upland
460 N. Euclid Avenue
Upland, CA 91786

Re: Statement of Qualifications to Provide Professional Planning and Building & Safety Consultant Services

Dear Bob,

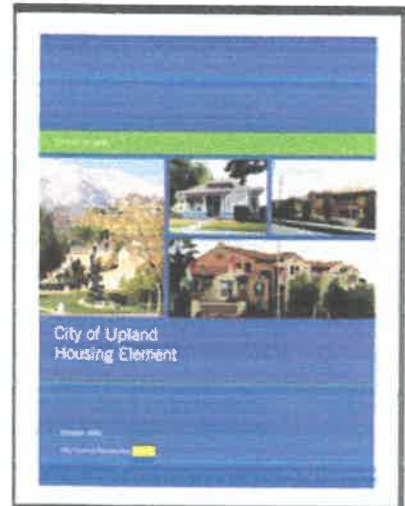
Annealta Group is pleased to submit our Statement of Qualifications to provide Professional Planning and Building & Safety Services to support the Development Services Department of the City of Upland. We greatly appreciate the City's consideration of our unique qualifications and experience for this important role.

Annealta focuses on providing the expertise required to assist our clients with professional services tailored to their specific and unique needs. Spanning critical municipal service areas including public works, city engineering, planning and building and safety, our team of experts bring a wealth of expertise in their respective fields. Serving in the capacity as an extension staff, we are committed to achieving your organization's goals and overcoming challenges that many assignments encounter. Our client references can attest to our successful track record of the delivery of services and projects on time and within budget in a customer friendly manner!

Annealta's unique combination of qualifications, experience and certifications will enable us to work effectively with the Planning Department as well as other city departments in the successful delivery of projects for the City. Our company formed in response to client demands for focused services provided by smaller, principal led firms as opposed to some untailored services provided by larger corporations in the market place. Our staff has a proven track record of successfully delivering projects and effectively coordinating with other city departments as project issues and deadlines dictate.

We view the keys to serving the City of Upland as follows:

- ✓ Providing staff with the *"right"* qualifications and experience so they can fit seamlessly into the existing organization and hit the ground running
- ✓ Assigning experienced and qualified staff to ensure project reviews are conducted efficiently and effectively
- ✓ Investing the time and commitment in reviewing and learning the key issues on every assigned project
- ✓ Being sensitive to and incorporating into our business methods, Upland's policies and procedures



We believe we are the best choice for the City for the following reasons:

- ✓ *We have successfully served the City for the past seven years and have developed a working knowledge of many of the city's policies and procedures.*
- ✓ *Annealta Group is large enough to provide all of the required expertise – including current planning, advanced planning, building & safety including plan review, inspection, technicians - yet small enough to provide tailored, client centric services as needed by the City*
- ✓ *We provide highly structured and detailed billing for development /deposit-based tracking that saves the City money*
- ✓ *Lastly, our services are led by a dedicated project manager/principal in charge who is a PE, CBO and AICP – a unique skill set that will enable him to effectively manage staff on the wide variety of potential tasks and responsibilities thereby lessening the burden on the department director.*

Please don't hesitate to contact me directly if you have any questions or would like additional information about how we can assist.

We greatly appreciate this opportunity to present our qualifications for your consideration!

Sincerely,



Tim D'Zmura, PE, CBO, AICP
President/CEO



Contact

Tim D'Zmura, PE, CBO, AICP
President/CEO
714.625.5840
tdzmura@annealtagroup.com



Overview of the Firm

OVERVIEW OF FIRM

Annealta focuses on providing the expertise required to assist our clients with professional services tailored to their specific and unique needs. Spanning critical municipal service areas including public works, city engineering, planning and building and safety, our team of experts bring a wealth of expertise in their respective fields. Serving in the capacity as an extension staff, we are committed to achieving your organization's goals and overcoming challenges that many assignments encounter. Our client references can attest to our successful track record of the delivery of services and projects on time and within budget in a customer friendly manner!

Annealta's unique combination of qualifications, experience and certifications will enable us to work effectively with the Community Development Department as well as other city departments in the successful delivery of projects for the City.

Our company formed in response to client demands for focused services provided by smaller, principal led firms as opposed to some untailored services provided by larger corporations in the market place. Our staff has a proven track record of successfully delivering projects and effectively coordinating with other city departments as project issues and deadlines dictate.

We provide the following services to cities/counties:

- ✓ Building Inspection
- ✓ Plan Review
- ✓ Planning
- ✓ Program Management
- ✓ Project Management
- ✓ Construction Management
- ✓ Construction Inspection
- ✓ Organizational Assessments



ANNEALTA GROUP'S STRENGTHS

Today's development environment can place increased demands on city staffing resources. Annealta Group can help alleviate or minimize this staffing resource burden and at the same time provide a high level of customer service in a budget friendly manner and we possess the ability to adjust service levels as needed. We fully understand these resource demands, have experience in successfully providing services under these conditions and are committed to working for you and the residents of the City.

We propose to provide the City the following fundamental elements:

- ✓ **Customer service.** One of the keys to the success of your department is providing your customers (residents, architects, engineers, contractors) with excellent service. We are committed to providing a level of service to you and your constituents that will meet or exceed your expectations.



- ✓ **Tailored, City-specific services.** We deliver skilled and thorough planning services. Experienced staff will be assigned to projects that possess both the technical know-how and communication skills necessary to effectively process projects according to City policies and procedures.
- ✓ **Effective Coordination with other City Departments.** We are proud of our staff's track record of effectively communicating and coordinating with other City divisions and departments. We understand the one stop shop approach to providing a high level of service to residents and developers alike.
- ✓ **Project Controls.** The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by the City, but also stay within the financial capacity of your operating budget. We have broad experience and "hands on" knowledge of municipal budgeting, specifically related to expenditures and cost recovery associated with private development processing and permitting. We will work in close partnership with the City, tailoring our services and deployment of staff to match the allocated budget.

Annealta's staff strengths are:

- ✓ *Track record of delivering projects on time and within budget*
- ✓ *Small firm commitment to getting the job done right*
- ✓ *Transparent and ethical methods for delivery of services*
- ✓ *A hands-on principal*
- ✓ *Unique experience collaborating with internal departments to assist in problem solving and project delivery*



EXPERIENCE - SIMILAR SERVICES

Our staff has significant and relevant experience in serving municipalities on a wide-range of assignments in a variety of roles. Our unique experience, including serving in the management roles of Planning Director, Public Works Director, City Engineer, Building Official, provides us a different perspective that aids us in the successful delivery of projects to our clients. Below are some samples of staff's specific project experience in similar roles:

City of Upland –Building & Safety and Planning Services

2015 – Present

Annealta Group provides planning and building and safety services to the City of Upland. Our staff serves as an extension of the City's in-house planning and building department; and has since 2015. Currently, we have a full-time, onsite Permit Technician supporting the building department providing front counter support assisting with permit issuance, plan review and customer service. For planning, staff assisted in the review of new development projects and special programs in the areas of current planning which includes design review, site development

Plan Check Log - City of Upland									
Notes: A - Approved, REJ - Rejected, WIP - Work in Progress, P - Pending Review									
File No.	Address	Owner	Project	Permit Type	Permit Fee	Permit Status	Permit Description	Comments	
15-188	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-188	
15-189	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-189	
15-190	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-190	
15-191	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-191	
15-192	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-192	
15-193	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-193	
15-194	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-194	
15-195	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-195	
15-196	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-196	
15-197	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-197	
15-198	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-198	
15-199	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-199	
15-200	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-200	
15-201	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-201	
15-202	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-202	
15-203	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-203	
15-204	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-204	
15-205	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-205	
15-206	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-206	
15-207	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-207	
15-208	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-208	
15-209	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-209	
15-210	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-210	
15-211	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-211	
15-212	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-212	
15-213	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-213	
15-214	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-214	
15-215	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-215	
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15-313	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-313	
15-314	41279154	15181-18	A	2787106-A	100	APPROVED	REJ - Rejected	15-314	
15-315	41279154	15181-18	A	2787106-A	100				

review applications, sign regulation, variances, CUPs, historic preservation, coordination of CEQA/NEPA preparation, Planning Commission and City Council staff report preparation. Some of our projects include:

Bridge Development Partners, LLC - This project involves the construction of a new warehouse/parcel delivery service building with an ancillary office/retail space on 50.25 acres. The project will be one level and encompass approximately a total of 201,096 square feet. The office/retail component will include an office area for employees and a retail area for visitors to pick up pre-ordered packages. The western building frontage includes 16 dock-hi doors for trucks, and 8 van loading doors to be located on each of the northern and southern building frontages.



Upland Town Square 913 W. Foothill Boulevard. Project included demolition of two (2) existing buildings and replace them with a new 10,000 square foot/5 suites mixed use building.

The Magnolias at 1555 W. Foothill Boulevard. The project is development of 37 condominiums units in six building's that will range from 1623-1676 square feet, with 2 to 3 Bedrooms, 2.5 Baths, and attached garages.



Alta Apartments 1162 E. 19th Street. Project is for 203 for-rent apartments in 2 four-story buildings. 1-3 Bedrooms. Development site is on a 4.50-acre site.

Highline by Watt Communities (Williams Homes) Location: 1814 N Campus Avenue. – Project features a collection of 48 3-story townhomes in 10 buildings with open floor plans range from approximately 1,838 – 2,028 square feet and feature 3-4 bedrooms, and a loft.



Colony Condos 1160 E. 19th Street. - A 60 unit for sale condominium development. The project will consist of 7 levels of residential units and resident serving amenities over 2 levels of subterranean garage.



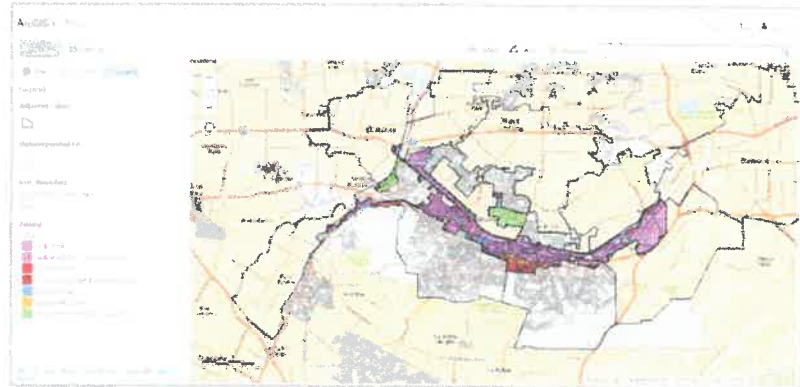
Colonies Campus Center on E. 20th Street. An 8,825 square foot mixed use commercial building with five (5) suites. Two (2) of the suites would be for retail businesses, while the other three (3) suites would be for eating establishments. One of the eating establishment suites would have a drive-through lane and pickup window on



City of Industry –Building & Safety and Planning Services

2017 – Present

Annealta Group provides a variety of services including planning, engineering development services inspection including grading and storm water compliance, engineering plan check and building services. For planning, we assist Industry in the review of new development projects and special programs. Specifically, we serve as an extension of the City's in-house planning staff. Annealta staff provide counter and



phone planning assistance, current planning consultations, design review, processing of site development review applications, sign regulation, variances, CUPs, some GIS support, coordination of CEQA/NEPA preparation, Planning Commission and City Council staff report preparation. Staff also developed this ArcGIS interactive zoning map for the city. Additionally, we provide development related inspections and permit technician services supporting the Building Department with front counter support, minor plan review, permit processing and customer service. Supporting the Public Works department, our on-site staff provides engineering plan review for a variety of development projects. We also perform storm water compliance inspections for the city according to the city's MS4 Permit. Our focus has been on industrial and commercial inspections.

City of Cypress – Planning and Project Management

2017-present

Tim D'Zmura, and various support staff, provide a variety of planning and public works services to assist the City in the review of new development projects and implementation of special projects. As a member of the City's on call planning consultant team, Annealta has prepared and IS/MND for a proposed Self-Storage Project on Valley View Street. Public Works on call services have included project management for the Annual Concrete Rehabilitation Project \$400K and the City Hall HVAC Upgrade Project \$300K.

City of Moreno Valley – Planning

2018-2020

Annealta Group was selected by the City to provide as-needed planning plan check and entitlement services. Seda Yaghoubian provides high quality planning plan check services which includes; plan review of architectural site plans, elevations, technical report, environmental technical studies, landscape plans, subdivision maps and other documentation associated with applications for land use entitlements. Her reviews focus on compliance with the City



of Moreno Valley General Plan, all local ordinances and state and federal laws pertaining to planning, zoning and environmental quality.

City of Villa Park – Building & Safety

2020 - Present

Annealta was selected to provide on call services for building safety, planning and public works for the city. Recent assignments included providing an interim Building Official to assist with managing the building department and staff. Services also included providing excellent front counter service and thorough building inspections.

City of Orange – Building & Safety

2017 - Present

Annealta Group provides building inspection services, which include inspecting building/structural, mechanical, plumbing, electrical and combination inspections of buildings and structures to ensure they are adhering to the California Building, Mechanical, Plumbing, Electrical, Green Building, Energy Codes and City codes and ordinances. Sample project we have worked on includes:

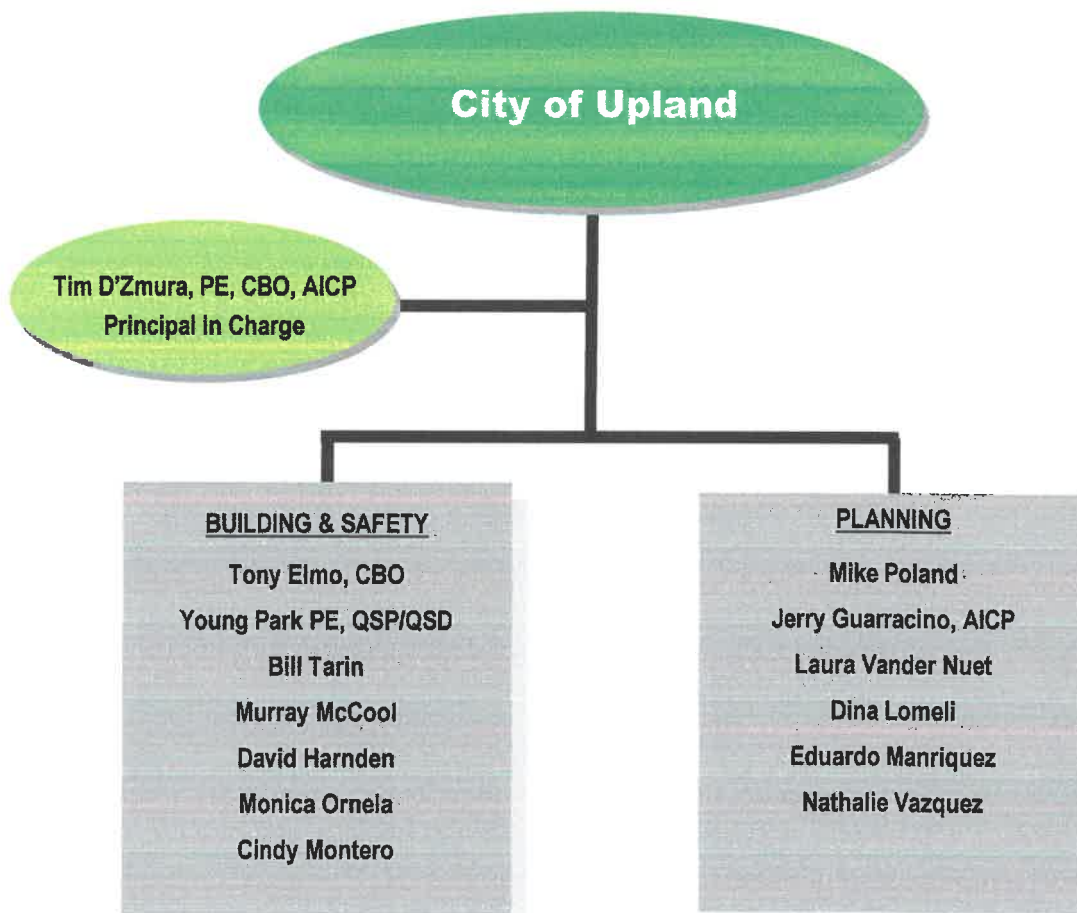
Ophelia Apartments - The project involves construction of a new five-level, 262-unit apartment building wrapped around six full levels and one partial level parking structure. The ground floor of the apartment building also contains a leasing office, and combination clubhouse/fitness room. Amenities also include a pool courtyard, a recreational area on the west side of the office parking structure, and a dog park on the north side of the office parking structure.



Staffing and Organization

KEY PERSONNEL

It is our understanding that as needs arise due to increases in development activity and/or vacancies within the department, the City will contact the consultant(s) to respond to a detailed request and provide a specific staffing candidate and cost. Based on the City's request, we will propose the best suited staff that has the skillset aligned with the critical aspects of the specific need. Staff proposed will be experienced at working in a municipal environment, nurturing positive relationships with affected parties, and collaborating with both internal and external stakeholders to deliver the project on time and within budget. Of critical importance will be the assigned staff's ability to effectively communicate project issues to the City Project Managers and Directors to avoid any surprises on the project. We will work carefully with the City to adjust the staffing level as workload and vacancy levels dictate.



KEY STAFF BIOGRAPHIES

Annealta is pleased to propose the following individuals to serve the City. Each individual has been selected based on their experience, expertise and knowledge of municipal project delivery and plan review process. We have included a team of professionals ready to serve in the capacity of planning manager, principal planner, plan checker, assistant planner and planning technician. The following individuals would be available to serve the City depending on the schedule and specific need of the City.



Tim D'Zmura, PE, CBO, AICP | PRINCIPAL IN CHARGE

Tim brings more than 30 years' experience and has served in a number of capacities in the fields of civil engineering, municipal public works, current and advanced planning, and building safety administration and inspection. He has served public sector clients as in-house public works director, city engineer, planning director, assistant city engineer and building official. He has served private sector clients as a project manager and design engineer. Tim has served as resident engineer on dozens of federally funded municipal projects and delivered those projects on time and within budget. In addition, a collaborative working style enables him to bring stakeholders when problems are encountered so solutions may be quickly identified and implemented.

Mike Poland | SENIOR PLANNER

Michael brings 23 years of progressive planning experience in local government, which includes 10 years in a management role and more than 10 years in private sector land use planning. He has extensive knowledge in the areas of land use planning, environmental and general public administration, policies, standards and regulations. He has mentored younger staff as well as managed and lead teams on various projects.

Jerry Guarracino, AICP | PLANNING MANAGER

Jerry brings 26 years of progressive experience as a creative planning manager/urban designer with a broad range of current and advance planning experience, managing multidisciplinary teams in the preparation and review of master plans, specific plans, general plan amendments, design guidelines, feasibility analysis, land use analysis, and CEQA compliance. He brings a wealth of knowledge in processing and project management of specific plans, zoning amendments, conditional use permits, subdivision maps, variances and community relations. His management experience includes economic and community development through CDBG, HOME, and Emergency Shelter Grant Programs.

Laura Vander Neut | PROJECT MANAGER

Laura brings 10 years of progressive experience working for municipalities in planning, administration and public works on a broad range of projects. Her advanced planning experience includes evaluating proposed development projects for compliance with City zoning regulations, determining necessary entitlements, and prepared related staff reports and resolutions. Types of entitlements processed include conditional use permits, site plan reviews, variances, and tentative maps. She brings a wealth of knowledge in processing and project management of specific plans, zoning amendments, conditional use permits, subdivision maps, variances and community relations. She is organized, possesses excellent analytic and communication skills to execute successful projects for our clients.



Dina Lomeli | ASSOCIATE PROJECT MANAGER

Dina is bilingual and fluent in English and Spanish and brings more than ten years of planning/customer service experience in planning and development services. She provides technical planning and support to department staff and the public regarding zoning and General Plan matters and case processing. Her knowledge allows her to effectively and professionally respond to a wide range of inquiries.

Eduardo Manriquez | ASSOCIATE PLANNER

Nathalie is. Eduardo is trilingual in English, Spanish and French and has a degree in Urban Planning. He has an excellent understanding of the municipal planning process and supports in-house city planning and other city departments. He assists people at the front counter, reviews business license applications, does site inspections, reviews development applications, signs applications and special event applications, prepares staff reports for new development projects and conditional use permits, processes and issues building permits on DAPTS, and coordinates building inspections. He possesses excellent communication and customer service skills

Nathalie Vazquez | ASSOCIATE PLANNER

Nathalie is bilingual in English and Spanish and has an excellent understanding of the municipal planning process having served as an intern for the City of Santa Ana. Her experience includes a variety of planning activities including the processing of CUPs and technical data management for municipal GIS systems. She possesses excellent communication, presentation and customer service skills.



Tony Elmo, CBO | SENIOR PLAN CHECKER

Tony has 40 years of Municipal Building Department experience in administration and enforcement of building, zoning, housing and municipal codes, plan review and inspection. With over 34 years as a Building Official, he brings expert experience in budget preparation and maintenance; personnel supervision, mentoring and procedures; labor and contract negotiations; building department management and organization; and client and project management.

Young Park, PE, QSP/QSD | PLAN CHECK ENGINEER

Young brings over 27 years of civil engineering experience and has spent the vast majority of his career serving various jurisdictions in the Southern California region; applying the practices of civil engineering to both private land development and city public works projects. Young is a registered Civil Engineer in the State of California and a certified Qualified SWPPP Practitioner/Developer. His background has provided him with the knowledge of city engineering policies and procedures, which is a proven asset when providing technical assistance to engineers, architects, contractors, city personnel, and the public. Young has a strong work ethic, is detailed oriented, and enjoys both project teamwork and working independently. He is extremely skilled in all disciplines of civil engineering required for the successful completion of projects.

Bill Tarin | INSPECTOR

Bill brings more than 30 years of experience in building administration, plan checker, field inspector, code enforcement, NPDES coordinator and public works project manager/inspector. He is proficient in managing entire building departments ensuring that plan reviews, inspection and permits are completed according to our client's specific requirements. As an ICC building inspector, he is well versed in all aspects of residential, industrial and commercial



construction. He works closely with city staff, developers and the community ensuring inspections are accurate, timely and thorough. He brings a high level of detail and collaboration to our clients.

Murray McCool | PLAN CHECKER

Murray brings more than 30 years of experience in the field of construction, inspection and plan review with most of his career in a municipal environment. He is an ICC building plans examiner and combination building inspector. He has provided building inspection services on a wide variety of projects and building types including, Oakland Coliseum Renovation, City Hall Earthquake Repair Project and the Oakland Firestorm Restoration Project (1991). He is proficient with plan reviews for both residential projects and commercial tenant improvements. Murray is detail oriented, customer focused and a team player. His focus is on providing exceptional service to our clients and his decades of experience both in the field and in the office allows him to have an in-depth perspective of the construction process.

David Harnden | BUILDING INSPECTOR

David is an ICC certified building inspector with over 35 years of experience in the electrical and general construction industry and 20 years as a foreman focused on quality control. His experience includes both residential and commercial inspections. Utilizing his construction industry knowledge coupled with his municipal experience he provides a high level of service by conducting thorough inspections in a timely and professional manner.

Monica Ornela | PERMIT TECHNICIAN

Monica is a bi-lingual permit technician with 10 years of comprehensive experience in the building arena. She is customer-oriented, independent and proactive in delivering skilled, professional services to building contractors, architects, engineers and the public. She has experience and is proficient with many permit and land development software programs including Speed Web, EnerGov, Tyler Technologies/Munis and HdL/PrimeCloud. Monica is responsive to both external and internal clients with a friendly, professional approach. She specializes in being able to quickly and successfully adjust to changes in tasks and processes and is very organized in her responsibilities. Her interaction with co-workers at all levels in a jurisdiction is done in a collaborative and professional manner. Monica especially takes to heart performing all her duties within the context of the client's requirements, mission and values. She applies great energy and pride to her work and is an asset to our clients.

Cindy Montero | PERMIT TECHNICIAN III

Cindy brings more than 20 years of direct experience as a permit technician. Her in-depth knowledge of the permit and construction process translates to providing vital assistance to architects, developers and the public on both commercial and residential projects. Cindy's notable ability to assist the customer is evident through her positive attitude, excellent communication and her understanding of the permit process. She has successfully worked on a variety of building tasks, including streamlining processes for permit tracking and documentation. Cindy has conducted extensive research related to the permit fee structure and produced Fee Resolution Updates when needed. She has also developed informational handouts to the public providing valuable information on the permit process. She is familiar with EnerGov and Accela software programs. Cindy's background as a permit technician working directly for a public agency as well as on the private side provides her with a keen sense of what is needed and allows her to provide assistance quickly and efficiently to customers.



Special Projects

When requested, Annealta Group will provide tailored services in support of special projects including fast-track, special construction, design-build and other non-traditional methods of construction. We are committed to providing a level of service to you and your constituents that will meet or exceed your expectations in these special circumstances.

- Our staff will conduct accelerated reviews on an as-needed basis as requested
- Coordination of reviews with other City departments or agencies.
- Attend/participate in meetings with other City planning or inspection staff, property owners, contractors or design professionals.

IMPLEMENTATION PLAN - TYPICAL DEVELOPMENT CASE PROCESSING

1. Steps for development case processing (Ministerial and Discretionary)

- a. Determine whether the development case application is complete by reviewing the project in accordance with applicable specific plans, various design guidelines and sustainability checklists, the City's general plan, zoning code and all pertinent regulations and standards. We will review the site plan, conceptual grading plan, conceptual landscape plan and hardscape plans, building elevations, subdivision map and SUSMP.
 - b. Review development case for consistency with applicable development agreements, certified environmental documents and mitigation monitoring programs (MMP)
 - c. Prepare a list of incomplete items, technical deficiencies or problems and design issues for the development case.
 - d. Conduct an in-house development review meeting consisting of planning staff, other city department staff and affected agencies such as school district and fire department. The purpose of the development meeting is to obtain their comments and feedback and incorporate their comments in to the incompleteness letter/comments as well as to analyze and evaluate the merits of the project.
 - e. Prepare meeting notes and provide a copy of the notes to all City's participants.
 - f. Prepare completeness letter/comments for City's staff review. Upon approval, send letter/comments to applicant. The completeness or incompleteness determination will comply with the 30 days from the date of the project case submittal.
 - g. Arrange meeting with the applicant and staff to review the incompleteness letter/comments. Respond to comments from the applicant.
 - h. Review the second round of submittal against the first incompleteness letter/comments. Repeat the review until the development case application is deemed complete for further action.
 - i. Upon deeming the development case application complete, prepare an approval letter with the conditions of approval for Community Development Director or his designee for review and signature.
- Add the following steps for discretionary cases**
- j. Docket development case for Planning Commission meeting. Work with City staff to prepare the draft agenda, the public hearing notice and postings.
 - k. Prepare staff report, resolutions and conditions of approval for Community Development Director or his designee for review and approval.

CITY OF UPLAND GENERAL PLAN



City Seal
September 2014

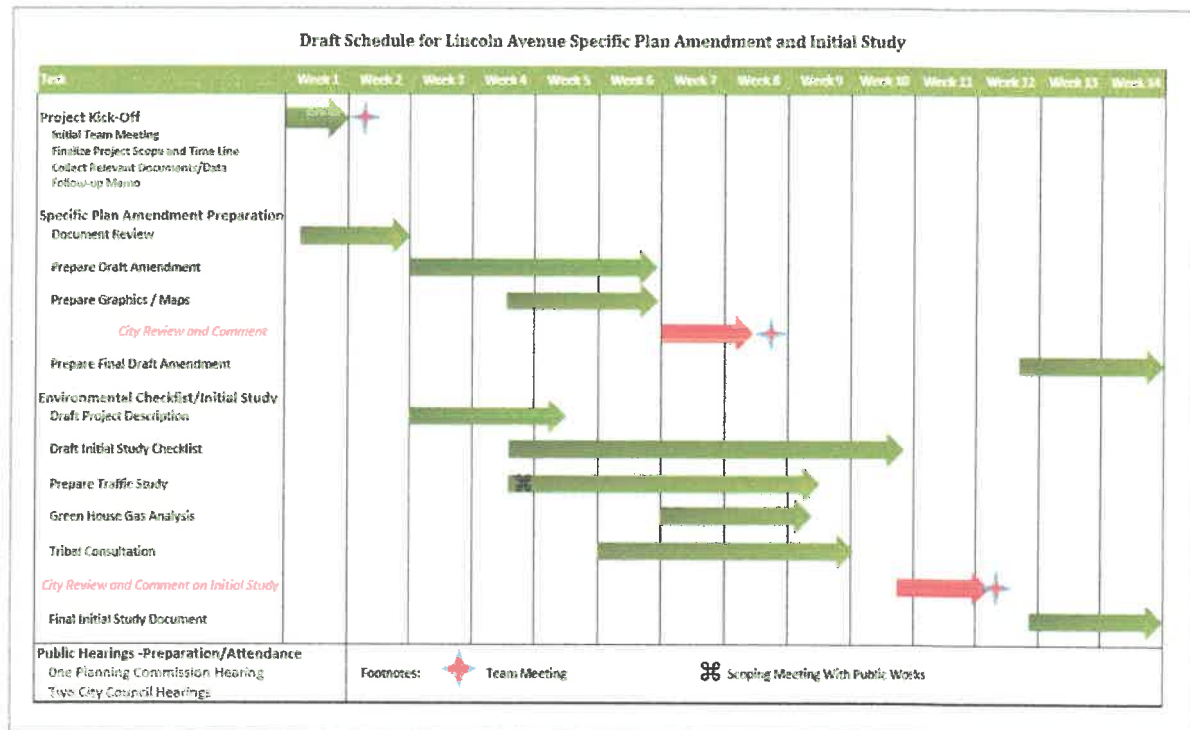


- I. Attend the Planning Commission meeting and present the report. Assist staff to respond to comments from the public pertaining to the specific development case.

2. Administration – steps for successful development case processing Annealta Group will:

- a. Understand the project and will conduct a site visit
- b. Have weekly joint meetings with City's staff and applicant to review the status of each development case.
- c. Utilize the City's tracking system for each development case and provide them to applicant
- d. Prepare and submit meeting notes to City's staff and applicant
- e. Prepare reports that are clear, concise and contain all the facts
- f. Understand the importance of records management. Records will be kept of meetings, phone conversations, when a decision or discussion on certain items has been made, etc.
- g. The project case file will always be up-to-date, complete and organized

SAMPLE PROJECT SCHEDULE



3. Additional on-call planning services

After ministerial or discretionary approval of a development case, the next step is for applicant to submit the project for plan check. It is an important step as the plan check will implement the conditions of approval and ensure the site is developed and constructed according to the plans that were approved by the City's staff or Planning Commission. In essence, plan check is "quality control."

- a. Our assigned planner can provide additional planning services in Building and Safety Plan Review and Public Works Design Plan Review for Subdivision Map.
- b. Examples of duties our assigned on-call planner will perform include the following: detailed site plan, grading plan and street improvement plans are in accordance with approved plans and are coordinated for consistency purpose; exterior building elevations and color palette are consistent with the approved



elevations; and, detailed landscape plans (private realm) are consistent with the list of native, water-conserving, disease-resistant and low maintenance plant species.

DELIVERABLES & QUALITY

Our staff will create and apply tailored and proven management systems that work and will carefully ensure that all projects are accurately and timely reviewed according to all City procedures and manuals. Our team is able to closely work with all constituents to facilitate and answer any questions that may arise in the project review process. Reviews will also be done within the timeframe as requested by the City. This approach and detailed oversight produce reviews that are typically free of errors. However, should a project encounter a problem, our staff will work closely with the City and its staff to quickly make the necessary adjustments/corrections.

BUILDING & SAFETY

PLAN REVIEW

Thorough plan review services are a critical component to the city's development cycle. We will collaboratively work with city staff to provide effective and efficient plan review services to your citizens, developers, contractors, architects and engineers. Our staff has the expertise to perform quality and timely reviews on projects ranging from single family residential, multifamily residential, commercial and industrial buildings.

Our goal is to provide high quality services at all times.



Services will include the following areas:

- *Provide an in-house ICC Certified Plans Examiner to be available at the counter from 8am-5pm, Monday thru Friday to:*
 - *Perform over-the-counter plan checks*
 - *Answer technical questions from the public, including inquiries regarding building and safety codes and regulations.*
 - *Perform architectural, structural, plumbing, mechanical and electrical plan check review for buildings and structures for compliance with applicable Federal and State laws, building and safety codes and City ordinances.*
 - *Review and approve building revisions to plans required during construction.*
- *Staff will be competent and knowledgeable in construction materials and methods and codes and standards in the field in which they are performing plan review.*
- *Plan reviews for building and/or structural plan review is licensed in the State of California as Civil or Structural Engineers or Architects.*
- *All plan reviews will be completed using City-established policies and procedures and within City timeframes.*
- *We have excellent knowledge of State Title 24 Accessibility regulations and ADA Accessibility guidelines.*
- *CASp certification may be required for certain assignments and is required for specialty accessibility plan review and/or consulting.*
- *Our work will be of the highest quality and be provided in a timely and professional manner.*
- *Our staff will speak with applicants on the phone and/or meet with applicants in person, as necessary, to resolve corrections or answer any questions.*



- *Plan review project plans, construction documents and revisions will be in conformance with the appropriate ICC, state and local codes and amendments. Current codes include California Building Code; Title 24 disabled access and energy requirements; California Fire Code with any regional amendments; California Residential Code; California Mechanical Code; California Plumbing Code; California Electrical Code; Cal Green Building Code; and City ordinances and regulations*

Technical Approach

Our staff is well versed in all areas of plan review. Below are some key areas of our expertise. In addition to the summary below, staff resumes included in the appendix provide further information on the firm's capabilities.

LEED – LEED provides building a framework for identifying and implementing measurable green building design, construction, operations and maintenance solutions. Developed by the US Green Building Council (USGBC), LEED certification consists of a number of different rating systems that apply to commercial as well as residential projects and measures how well a building performs across multiple sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts. LEED can be applied to new construction or renovation projects.



Green Building Standards – CALGreen is Part 11 of the California Building Standards Code and is the first statewide "green" building code in the US. The purpose of CALGreen is to improve public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices. Our staff is able to integrate CALGreen building concepts with our review process.

T24 Energy – Our engineers and plan checkers are well informed of the California Energy Efficiency Standards for both residential and non-residential building.

Fire Code Plan Review – Our engineers have experience with fire plan review and will check for compliance with all pertinent fire code and standards which include: ICC Fire Code, Uniform Fire Code, California Fire Code, Life Safety Code, NFPA standards and your local/regional amendments.

CASp – Our staff attends state and locally sponsored CALBO and ICC training related to disabled access to ensure they are up to date with all regulatory requirements. We can also provide assistance to cities for compliance enforcement and/or develop transition plans to address the needs of the community.

Architectural – Our staff completes non-structural plan check services for varying complexities of projects including large commercial, retail, institutional, industrial and residential buildings. Completed plan check projects range from single-story residential to complex high rise buildings and many building additions and remodels. We are experienced and understand the use and application of the most current model codes:

- NFPA Codes & Standards
- ANSI Standards



- International Building Code (IBC)
- California Code of Regulations, Title 24, Parts 1 through 12

Structural – Our structural engineers are well versed in reviewing projects with virtually all building materials including wood, masonry, concrete and steel. They have also reviewed a wide array of structural systems including

- FEMA Compliant Steel Moment Frames
- Buckling Restrained Braced Frames Energy Dissipation Systems
- Wood Shearwall Systems
- Eccentric | Concentric Braced Frames
- Cantilevered Column Systems
- Masonry | Concrete | Wood Shearwall Systems
- Pre-Stressed/Post-Tensioned Concrete

Our structural engineers have experience with the provisions of most model codes including:

- FEMA 350, 351, 353
- International Building Code (IBC)
- ACI
- NEHRP
- AISC 341 & 360
- ANSI/AF & PA NDS
- ASCE 7-10 Title 24, Part 2, Volume 2, California Code of Regulations (CCR)

Electrical, Plumbing & Mechanical – Annealta staff is up to date in all the California Mechanical, Plumbing and Electrical codes as well as the local or national standards. Plan review will take into account all code standards as appropriate to ensure compliance. All staff will be licensed and/or certified in the State of California.

- California Building Code | Plumbing Code | Mechanical Code | Electrical Code
- International Building Code
- REMA & NEHRP Requirements for existing buildings
- International Mechanical & Plumbing Code
- International Residential Code
- NFPA Standards 14 (standpipes)
- NFPA Standards 13 (automatic fire sprinkler systems)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 99 (medical gases)
- NFPA Standards 101 Life Safety Code

Stormwater/Standard Urban Stormwater Mitigation Plan (SUSMP) – We are experienced and familiar with the City's MS4 permit requirements. Our staff possesses and continues to receive training and certifications – QSP & QSD – in this critical area of enforcement. We will coordinate closely with the City's engineering department to ensure consistent and coordinated reviews are completed.

BUILDING INSPECTION

Annealta Group inspectors bring years of experience working with municipal clients. They collaboratively work with city staff to provide effective and efficient inspection and building code enforcement services to the City. Our staff is available to assist on a consistent basis, when work levels increase, as "back up" or for special requests by a developer for a dedicated inspector for large projects.



They are highly capable of performing the full spectrum of building/structural, mechanical, plumbing, electrical and combination inspection of buildings and structures throughout the city. All inspections will be performed for conformance with the California Building, Mechanical, Plumbing, Electrical, Green Building, Energy Codes, State Title 24 Accessibility and City adopted codes and ordinances.

Our inspectors are qualified to perform inspections on a wide range of projects including residential, large residential developments, commercial, industrial and mixed-use buildings. Their extensive knowledge and understanding of the construction and building process helps to mitigate problems both in the field and in the office. They look for solutions and collaboratively work with city staff and/or the public to resolve any questions or problems related to the building code – all the while maintaining the integrity of the code for the safety of the public.

Inspectors will work closely with the City to perform inspections according to the city turnaround schedule, usually within 24 hours or the next business day. Our staff is sensitive to schedules being maintained while providing a high level of customer service to the community. Inspections will be completed on-time and in a thorough manner. Staff will ensure all paperwork and processes adhere to city-established policies and procedures. When needed, staff will always consult with the Building Official, or designee, when a clarification or interpretation is needed on a project. For any project for which a resolution cannot be reached between the inspector and contractor/homeowner it will be presented to the Building Official for final resolution.

In an effort to assist our clients with staffing challenges, many of our inspectors can also perform plan review and/or assist at the front counter.

When inspection requests are made services will include, but are not limited to:

- *Provide the City with ICC Certified Building Inspectors to perform high quality, as-needed building inspection services. The inspector conducts field inspections and checks construction, alteration or repair of buildings and other structures; enforces building, plumbing, electrical and zoning codes and laws; performs related duties as required.*
- *Essential duties include, but are not limited to, the following:*
 - *Performs inspections of various phases of residential and commercial building construction for compliance to the various building codes; reviews plans and issues permits.*
 - *Field checks architectural, structural, electrical, plumbing, and mechanical plans, layouts, and site plans of residential, commercial, and industrial buildings for proper installation and use of materials to ensure compliance to appropriate codes. Checks for grade and quality of materials used in construction.*
 - *Inspects and approves work at each of the required stages of completion and orders corrective action if necessary; makes final inspections for compliance to relevant laws, regulations, and codes; prepares reports of inspections and work completed; investigates code violations, posts "Stop Work" notices, and prepares reports of findings.*
 - *Performs studies and investigates problems such as converting the use of a building, condemning a building, or assessing damage to buildings caused by fire or vehicles.*
 - *Inspects and approves construction of mobile home parks, signs and sign locations, directional signals, and related structures.*
 - *Maintains records of building and inspection activity and completes related reports. Issues certificates and permits as appropriate.*



- *Staff will provide code enforcement inspection activities related to the enforcement of City and state codes for existing construction.*
- *Services will be provided in a customer-friendly, timely and professional manner. Inspections will be provided on a same day or next day basis.*
- *Our inspectors are competent and knowledgeable in construction materials, methods, codes and standards in the field in which they are performing inspections. They are also competent and knowledgeable in the principles of code enforcement.*
- *Coordinate inspection services with other city or county departments, government agencies providing services, etc. or when more than one discipline is required for compliance with building and safety codes and regulations.*
- *All assignments will be approved by the Chief Building Official, who we understand may terminate such inspector assignments at any time.*
- *Inspectors are ICC certified and/or have knowledge State Title 24 Accessibility regulations. CASp certification personnel are also available, when requested by the city, for certain assignments.*
- *All inspections will be completed on the workday following the receipt of the request for inspection and using City-established policies and procedures.*
- *Staff will have the following items upon starting any work assignment for the City*
 - a) *Set of applicable building codes as adopted by the City at the time of assignment. Such set of codes shall be updated as necessitated by code adoptions during the assignment period. Applicable codes vary by assignment as follows:*
 - *Commercial Building Inspector - California Building Code Vol. 1, California Green Building Standards Code (CalGreen);*
 - *Commercial Electrical Inspector - California Electrical Code, California Green Building Standards Code (CalGreen);*
 - *Commercial Plumbing and Mechanical Inspector - California Plumbing Code, California Mechanical Code, California Green Code (CalGreen);*
 - *Residential Combination - California Building Code Vol. 1, California Electrical Code, California Plumbing Code, California Mechanical Code, California Residential Code, California Green Building Standards Code (CalGreen)*
 - b) *Equipment, including but not limited to, own vehicle, cellular telephones; rain gear; tape measure; circuit tester; and moisture meter, if applicable, to the type of inspections to be performed.*



PERMIT TECHNICIAN

Annealta Group will provide qualified permit technician personnel to support the activities within the City's building department. Our staff understands the permit counter is often the first point of contact with homeowners, contractors and developers. As such, they give special attention to providing a high level of customer service by displaying a professional demeanor, having a friendly approach and possessing the knowledge to assist with the building application and permit process.

Our staff operates as an extension of the City staff at all times. They are also familiar with a variety of jurisdictional scheduling and tracking systems and will quickly adapt to the City's preferred requirements. Qualified candidates will be presented for City Building Official approval.

Permit Technician service includes, but is not limited to the following:



- *Assist the public at the front counter; receive, process and issue permits; coordinate plan check and inspection services, including the tracking, routing and the filing of building permit applications. Input information into City's computer tracking system.*
- *Provide public information regarding building permit applications, plan check and inspection services, answer questions on policies and procedures.*
- *Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Engineering Division, Planning Division, County Fire Department, County Industrial Waste and Sanitation District.*
- *Receive and review completed building permit applications; ensure information is accurate, complete, and in compliance with building and other regulations; advise public on necessary corrections.*
- *Route plans to appropriate staff; label and log information into permit system; set up files; track and monitor plan status; notify contractors, owners, developers, and engineers of plan status; issue building permits.*
- *Verify licensing and insurances on contractors; document information on file.*
- *Calculate and estimate fees for permits; collect fees for various applications, registrations, and licenses; issue receipts for fees collected; input data into computer.*
- *Perform a variety of clerical and technical tasks in support of assigned office functions, including assisting the public, record keeping, and report preparation;*
- *Answer inquiries and assist the public and developers with construction project issues/questions and permits.*
- *Prepare and maintain records and files on plans and permits; assist the general public with locating, retrieving, and copying of microfilm records; purge final permit files.*
- *Perform other related duties as assigned.*

Customer Service

We take great pride in providing quality customer service to our clients. Our goal is to deliver services in a collaborative and professional manner with applicants, businesses and the development community. Our approach is to advise, guide and assist the community in a helpful and courteous manner as projects vary in complexity. Because we are serving as an extension of city staff our engineers and plan reviewers are continuously focused on delivering efficient and timely plan reviews.

- *All plans will be picked up within 24 hours upon notification and delivered back to the city at no cost to the City*
- *Plan reviews will be performed consistent with the city's turn-around requirements*
- *Maintain a high level of customer service to the community*

Communication

Our engineers and plans examiners will review and provide clear and unbiased comments and recommendations related to code interpretations for all building projects. Our ultimate goal is for all structures to be safe and adhere to all state and city guidelines. Final review and approval related to code interpretations are subject to the city's Building Official and/or designated staff. Upon completion of a plan review, clear communication will be provided via written comments and redlined plans. For plans that are not approved, a letter will be provided with a list of comments referencing the applicable code sections along with concise detailed information to assist the client, designer, contractor or owner to make the necessary adjustments.

- *Provide login access to our internal tracking system so the City may track status of plan reviews*
- *Maintain records related to all plans, calculation and documents received. We will provide, in the City's approved format, a complete list of plan check comments referring to appropriate sheets, details or calculations pages and the code section of concern. Plan review lists shall bear the stamp and signature of a licensed engineer when required.*



- *Systematically logging/entering status of plan review activities and records.*
- *We will submit accurate and timely reporting on the activities to the City in the format approved by the City.*

Electronic Plan Check

Various cities have adopted the process of utilizing Electronic Plan Check. Electronic Plan Check programs enables applicants to submit Portable Document Files (PDF), as an alternative to submitting the required application, construction drawings, and supportive documentation (i.e. structural calculations, soils reports, water supply tests, etc.) in the traditional paper form. Moving from hard copy review to electronic plan review reduces the turnaround time as well as enhances communication throughout the process. Many cities are utilizing a variety of software programs to adopt this method as a means to improve customer service, reduce turnaround time and cost for the applicant.

Annealta Group staff is familiar with electronic plan check process and have provided this service to many of our clients. Utilizing electronic plan check we are able to efficiently manage, track, review and communicate plan review comments and approvals in real time with the applicant. This process improves collaboration and promotes project transparency with all stakeholders. We are proficient using various software applications, including ProjectDox, e-PlanSoft, Bluebeam, Revu, Adobe, TrakiT, SmartGov and NewForma. When requested, plan reviews will be conducted using the City's electronic plan check system.

Special Projects

When requested, Annealta Group will provide tailored services in support of special projects including fast-track, special construction, design-build and other non-traditional methods of construction. We are committed to providing a level of service to you and your constituents that will meet or exceed your expectations in these special circumstances.

- *Our staff will conduct accelerated plan review on as as-needed basis as requested by the Building Official.*
- *Coordination of plan reviews with other City departments or agencies.*
- *Review and timely approval of deferred submittals.*
- *Attend/participate in meetings with other City plan review or inspection staff, property owners, contractors or design professionals.*



EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Rates in the Schedule of Charges shall remain constant through June 30, 2026, and are subject to a Consumer Price Index (CPI) increase for any subsequent years.

SECTION 5

Fee Schedule

Annealta proposes the following hourly rates for services provided to the City of Upland.

ANNEALTA GROUP - HOURLY RATES FOR SERVICES

Classification	Rate
Principal	\$210
Planning Manager	180
Project Manager	170
Senior Planner	160
Associate Project Manager	140
Associate Planner II	120
Associate Planner I	110
Assistant Planner III	100
Assistant Planner II	95
Assistant Planner I	90
Planning Technician II	80
Planning Technician I	75
Permit Technician III	70
Permit Technician II	65
Permit Technician II	60
Plan Check Engineer	175
Senior Plan Checker	160
Plan Checker	145
Assistant Plan Checker	130
Senior Building Inspector	105
Building Inspector III	95
Building Inspector II	85
Building Inspector I	80
Administrative Support II	50
Administrative Support I	40

Building & Safety Plan Check – 65% of total city collected fees

Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Consultation in connection with litigation and court appearances will be quoted separately. Overtime will be billed at 1.5 times, and Sundays and holidays 2.0 times the standard rate. A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation and coordination. Valid thru June 30, 2026, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County area.

